

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. Contract ID Code Cost-Plus-Fixed-Fee		Page 1 Of 9	
2. Amendment/Modification No. P00074		3. Effective Date 2004FEB18		4. Requisition/Purchase Req No. SEE SCHEDULE		5. Project No. (If applicable)	
6. Issued By TACOM WARREN BLDG 231 AMSTA-AQ-ABGA ROSALIE WILLIAMSON (586)574-8089 WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL EMAIL: WILLIARO@TACOM.ARMY.MIL		Code W56HZV		7. Administered By (If other than Item 6) DCMA VIRGINIA 10500 BATTLEVIEW PKWY SUITE 200 MANASSAS VA 20109-2342		Code S2404A	
				SCD C PAS NONE ADP PT HQ0338			
8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code) DCS CORPORATION 1330 BRADDOCK PLACE ALEXANDRIA, VA. 22314-1660 TYPE BUSINESS: Large Business Performing in U.S.				<input type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/>		9A. Amendment Of Solicitation No. 9B. Dated (See Item 11) 10A. Modification Of Contract/Order No. DAAE07-00-C-L034 10B. Dated (See Item 13) 2000MAY30	
Code 1P418		Facility Code					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendments: (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. Accounting And Appropriation Data (If required) ACRN: EC NET INCREASE: \$127,326.87							
13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS It Modifies The Contract/Order No. As Described In Item 14.							
KIND MOD CODE: 6							
<input type="checkbox"/> A. This Change Order is Issued Pursuant To: The Changes Set Forth In Item 14 Are Made In The Contract/Order No. In Item 10A.							
<input type="checkbox"/> B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).							
<input type="checkbox"/> C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of:							
<input checked="" type="checkbox"/> D. Other (Specify type of modification and authority) Exercise Option							
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the Issuing Office.							
14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) SEE SECOND PAGE FOR DESCRIPTION							
Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. Name And Title Of Signer (Type or print)				16A. Name And Title Of Contracting Officer (Type or print) DEREK MCALEER MCALEERD@TACOM.ARMY.MIL (586)574-7197			
15B. Contractor/Offeror (Signature of person authorized to sign)		15C. Date Signed		16B. United States Of America By _____ /SIGNED/ (Signature of Contracting Officer)		16C. Date Signed 2004FEB18	
NSN 7540-01-152-8070 PREVIOUS EDITIONS UNUSABLE				30-105-02		STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243	

SECTION A - SUPPLEMENTAL INFORMATION

CONTRACT FOR:	VETRONICS TECHNICAL SUPPORT
PREVIOUS CONTRACT AMOUNT:	\$26,017,950.06
AMOUNT THIS ACTION:	\$ 127,326.87
TOTAL CONTRACT AMOUNT:	\$26,145,276.93

1. This is a unilateral Modification.
2. The purpose of this Modification P00074 is to increase the level of effort on the contract by 1,419 hours at an estimated cost of \$118,642.59 and fixed fee of \$8,684.28. Work Directives 1007 is applicable.
3. Our right to exercise these option hours is in contract paragraph H.4.
4. The contract is modified as follows:

a. CLIN 0001 is revised to reflect the increase in the contract amount as follows:

	Est. Cost	Fixed Fee	Total Cost
Prior Amount:	\$24,243,052.72	\$ 1,774,897.34	\$26,017,950.06
Amount This Action:	\$ 118,642.59	\$ 8,684.28	\$ 127,326.87
Current Amount:	\$24,361,695.31	\$ 1,783,581.62	\$26,145,276.93

b. CLIN 0001ED is added to reflect the funds currently available for performance.

c. The contract administration data for the additional effort is added.

d. Paragraph H.4 is revised to reflect the decrease in the number of hours currently available for exercise in H.4.5 from 37,398 to 35,979.
5. By this action, the total contract amount is increased by \$127,326.87 from \$26,017,950.06 to \$26,145,276.93.

*** END OF NARRATIVE A 075 ***

Name of Offeror or Contractor: DCS CORPORATION

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	<p>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p>..</p> <p>NOUN: VETRONICS SUPPORT SECURITY CLASS: Unclassified</p> <p>The contractor shall furnish all the supplies and services to accomplish the task specified in Section C "Scope of Work"</p> <p>Est. Cost: \$24,361,695.31 Fixed Fee: 1,783,581.62 Total Cost: \$26,145,276.93</p> <p>Level of Effort: 307,121 Manhours</p> <p>(End of narrative B001)</p>				\$ ** NSP **
0001ED	<p><u>SERVICES LINE ITEM</u></p> <p>NOUN: COMBAT VEHICLE ELECTRONICS PRON: R342C168R3 PRON AMD: 01 ACRN: EC AMS CD: 63300549711</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u> DLVR SCH PERF COMPL <u>REL CD</u> <u>QUANTITY</u> <u>DATE</u> 001 0 SEE SECTION F</p> <p>\$ 127,326.87</p>				\$ 127,326.87

Name of Offeror or Contractor: DCS CORPORATION

SECTION G - CONTRACT ADMINISTRATION DATA

LINE	PRON/ AMS CD/ <u>ITEM</u> <u>MIPR</u>		OBLG STAT/ <u>JOB ORD NO</u>			INCREASE/DECREASE <u>AMOUNT</u>		CUMULATIVE <u>AMOUNT</u>
0001ED	R342C168R3	EC	2	\$	0.00	\$	127,326.87	\$ 127,326.87
	63300549711		42C168					
					NET CHANGE	\$	127,326.87	

SERVICE <u>NAME</u>	NET CHANGE <u>BY ACRN</u>		<u>ACCOUNTING CLASSIFICATION</u>			ACCOUNTING <u>STATION</u>		INCREASE/DECREASE <u>AMOUNT</u>
Army	EC	21	42040000046N6N7EP633005255Y	S2011342C168		W56HZV	\$	<u>127,326.87</u>
					NET CHANGE	\$		127,326.87

		PRIOR AMOUNT <u>OF AWARD</u>		INCREASE/DECREASE <u>AMOUNT</u>		CUMULATIVE <u>OBLIG AMT</u>
NET CHANGE FOR AWARD:	\$	26,017,950.06	\$	127,326.87	\$	26,145,276.93

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SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 ORDERING/CONTRACT ADMINISTRATION

All ordering/contract administration will be effected by the Contracting Officer, address as shown on the face page of this contract. Communications pertaining to contractual administration matters will be addressed to him. No changes in or deviation from the scope of work or Work Directives shall be effected without written authorization by the Contracting Officer authorizing such changes. The Contractor shall not accept any instructions by any person other than the Contracting Officer or the Contracting Officer's Representative.

H.2 SERVICES TO BE PERFORMED

H.2.1 The parties to this Contract recognize and agree that the services to be provided hereunder will be provided only in strict accordance with the Scope of Work set forth herein. This is to ensure that the policies in Office of Federal Procurement Policy Letter 92-1 and the Department of Defense (DOD) Directive 4205-2 are adhered to. Contractors are specifically prohibited from performing inherently Government functions. Appropriate Agency control of the work product must be preserved to ensure that the Contractor's performance of permissible services does not approach being an inherently Government function because of the manner in which the contract is performed or administered. Additionally, this contract is not to be used under any circumstances specifically to aid in influencing or enacting legislation.

H.2.2 Contractor personnel rendering the services under this contract are not subject, by contract terms or in the manner of its administration, to the supervision and control usually prevailing in relationships between the Government and its employees. The Contractor further agrees to refrain from any activity that will make their personnel appear, in effect, to be Government Employees.

H.2.3 All documents or reports produced by the contractor are to be suitably marked as Contractor products. The Contractor shall not be reimbursed for any work that is outside the Scope of Work set forth in either this work directive or contract.

H.3 CONFLICT OF INTEREST

H.3.1 The contractor agrees that he will not compete for or accept any contract or subcontract for the production of any system, component or items on which he has worked under this contract. In addition, the contractor agrees not to work as a subcontractor (including but not limited to, development or production, engineering, and consulting) to any hardware vendor to provide any system, component, or item on which he has worked under this contract. This prohibition shall be in effect from contract award through one (1) year after the end of the contract.

H.3.2 The term "Contractor" herein means (i) the organization (hereinafter referred to as "it" or "its") entering into this contract with the U.S. Government, (ii) all business organizations with which it may merge, join or affiliate, now or in the future, and in any manner whatever, or which hold or may obtain, by purchase or otherwise, direct or indirect control of it, (iii) its parent organization (if any) or its present or future subsidiaries, associates, affiliates, or holding companies, and (iv) any organization or enterprise over which it has direct or indirect control (now or in the future). The prior approval of the contracting officer is required before any work to be performed under this contract may be subcontracted to any of the organizations described in (ii), (iii) or (iv) immediately preceding.

H.3.3 The contractor agrees to enter into written agreements with all companies to whose proprietary data he shall have access to the effect that he will protect such data from unauthorized use or disclosure as long as it remains proprietary. The contractor shall furnish the Contracting Officer with copies of such written agreements, in accordance with FAR 9.505-4.

H.3.4 The contractor agrees to protect the proprietary data and rights of other organizations made available from any source, which were disclosed to it, directly or indirectly during the performance of this contract with the same caution that a reasonable, prudent contractor would use to safeguard their own proprietary data and rights. In addition, the contractor agrees not to utilize the data in supplying hardware or in performing services or studies on contracts which may be awarded by the Department of Defense on a competitive basis. The contractor agrees not to use proprietary data for any purpose other than that for which it was furnished.

H.3.5 Notwithstanding paragraph H.3.1 above and any other provision herein, protection of and exclusion of use of proprietary data shall be extended for so long as the data remains proprietary. However, such protection and exclusion shall not be in effect when data is lawfully obtained by the contractor from some other sources without restriction.

H.3.6 The contractor shall not distribute reports, data or information of any nature arising from its performance under this contract, except as provided by this contract or as may be directed by the Contracting Officer. All proprietary data and any derivatives shall be returned to the Government at the end of the contract.

H.3.7 Subcontracts: The contractor shall include the subject conflict of interest provision, including this paragraph, in subcontracts of any tier which involve access to information covered in H.3.1 above. The use of this clause in such subcontracts shall be read by substituting the word "subcontractor" for the word "contractor" whenever the latter appears.

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H.3.8 The contractor agrees to thoroughly educate its employees through formal training, company policy information directives and procedures, and by providing an awareness of the legal provisions of FAR Part 9, subpart 9.5, so that each employee will understand the absolute necessity of safeguarding information developed under this contract from any one other than the Contractor's employees who have a need to know, and the U.S. Government.

H.3.9 The contracting officer or his designated representatives shall have full access for inspection of the contractor's premises, policies, and records for the purpose of reviewing actions and programs undertaken by the contractor to safeguard all information derived from this contract so that full compliance with FAR 9.5 policy requirements is achieved.

H.4 OPTIONS FOR ADDITIONAL LEVEL OF EFFORT

H.4.1 The Government shall have the unilateral right to increase the contract level of effort (LOE) by a maximum of 67,120 manhours at the hourly rate set forth in B.3.1.1. The Government may exercise this option at any time on or after contract award but in any event not later than twenty four (24) months after contract award. The Government may exercise this option in more than one increment. The Government has the unilateral right to add the additional hours to any existing CLIN or to establish a new and separate CLIN. 0 hours remain available for exercise.

H.4.2 The Government shall have the unilateral right to increase the contract level of effort (LOE) by a maximum of 68,620 manhours at the hourly rate set for in B.3.1.1. The Government may exercise this option at any time on or after contract award but in any event not later than twenty seven (27) months after contract award. The Government may exercise this option in more than one increment. The Government has the unilateral right to add the additional hours to any existing CLIN or to establish a new and separate CLIN. 0 hours remain available for exercise.

H.4.3 The Government shall have the unilateral right to increase the contract level of effort (LOE) by a maximum of 68,620 manhours at the hourly rate set forth in B.3.1.1. The Government may exercise this option at any time on or after contract award but in any event not later than thirty six (36) months after contract award. The Government may exercise this option in more than one increment. The Government has the unilateral right to add the additional hours to any existing CLIN or to establish a new and separate CLIN. 0 hours remain available for exercise.

H.4.4 The Government shall have the unilateral right to increase the contract level of effort (LOE) by a maximum of 68,620 manhours at the hourly rate set forth in B.3.1.1. The Government may exercise this option at any time on or after contract award but in any event not later than forty eight (48) months after contract award. The Government may exercise this option in more than one increment. The Government has the unilateral right to add the additional hours to any existing CLIN or to establish a new and separate CLIN. 0 hours remain available for exercise.

H.4.5 The Government shall have the unilateral right to increase the contract level of effort (LOE) by a maximum of 68,620 manhours at the hourly rate set forth in B.3.1.1. The Government may exercise this option at any time on or after contract award but in any event not later than sixty (60) months after contract award. The Government may exercise this option in more than one increment. The Government has the unilateral right to add the additional hours to any existing CLIN or to establish a new and separate CLIN. 35,979 hours remain available for exercise.

H.5 UNAUTHORIZED AUTOMATED DATA PROCESSING (ADP) COSTS

The contractor shall not procure or lease ADP equipment under this contract without requesting and obtaining the approvals required by DFARS 70.6. Any costs incurred by the contractor for such a purchase or lease without the necessary approvals will be unallowable.

H.6 QUALIFICATION OF CONTRACTOR PERSONNEL

The anticipated minimum qualifications for personnel performing under this contract are specified below. In addition, all personnel performing under this contract must be capable of obtaining a SECRET Security Clearance. All of these categories are considered key for successful accomplishment of the work required under this contract. Replacement of individuals performing in these categories shall be in accordance with H.7, Key Personnel Requirements. Contractor personnel shall be qualified within their classification as follows:

Program Manager

A minimum of fifteen years in U.S. Army combat vehicle electrical/electronic system analysis, design, development, integration and testing including:

A minimum of ten years in analysis, design, development and evaluation of Vetronics.

A minimum of three years experience in analysis, design, and development of command and control systems.

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Name of Offeror or Contractor: DCS CORPORATION

- A minimum of three years experience in development and application of man in the loop systems.
- A minimum of five years experience in managing work directives type contracts for engineering services.
- A Bachelor's degree in Electrical Engineering from an accredited college or university is required.

Vehicle Electronics Systems Engineer

- A minimum of twelve years experience in U.S. Army combat vehicle electrical/electronic system analysis, design, development, integration and testing including:
- A minimum of five years in analysis and evaluation of electronic technologies for U.S. Army combat vehicles.
- A minimum of five years experience in hardware design, and development of embedded microprocessors for combat vehicles.
- A minimum of three years experience in integration and test of high speed data bases.
- A Bachelor's degree in Electrical Engineering from an accredited college or university is required.

Vehicle Electronics Software Engineer

- A minimum of ten years experience in analysis, design and development of real-time software for DOD embedded computer systems including:
- A minimum of seven years experience in development of Ada83/Ada95 software.
- A minimum of three years experience in development software for VME single board computers.
- A minimum of three years experience in development of combat vehicle software.
- A minimum of three years experience in development of graphical user interface software.
- A minimum of three years experience in development of real-time operating environments.
- A Bachelor's degree in Electrical Engineering or Computer Science from an accredited college or university is required.

Software Process Engineer

- A minimum of ten years experience in the development, test, and maintenance of embedded computer system software including:
- A minimum of four years experience in application of the Software Engineering Institute (SEI) Software Capability Maturity Model (SW CMM) as a framework for improvement to increase the capability of software production processes.
- A minimum of three years experience in software quality assurance or software configurations management.
- A minimum of three years experience in development, test, and maintenance of ground vehicle software.
- A Bachelor's degree in Electrical Engineering, Computer Science, Physics, or Mathematics from an accredited college or university is required.

Simulation Engineer

- A minimum of five years experience in design and development of real-time man-in-the-loop simulators for ground combat vehicles including:
- A minimum of three years experience in C++ software on IRIX or LINUX platforms.
- A minimum of two years in experience in development of real-time computer generated imagery or graphical user interfaces for man-in-the-loop simulation.
- A minimum of two years experience in integration of simulators into DIS/HLA compliant networks.
- A Bachelor's degree in Electrical Engineering or Computer Science from an accredited college or university is required. (A Master's degree in Electrical Engineering or Computer Science may be substituted for one year of general experience.)

Senior Software Engineer

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A minimum of ten years experience in the development and analysis of computer software for DOD computer automated systems including:

A minimum of five years experience in development of DOD applications using the Ada83/Ada95 programming language

A minimum of three years experience in object oriented analysis and design.

A minimum of two years experience in the analysis and development of Application Programmer Interfaces (API's) for reusable software modules.

A Bachelor's degree in Electrical Engineering, Computer Science or Mathematics from an accredited college or university is required.

Software Engineer

A minimum of three years experience in the development and analysis of software for DOD computer automated systems using Ada/Ada95 or the C/C++ programming languages in real time applications.

A Bachelor's degree in Electrical Engineering or Computer Science from an accredited college or university is required. (A Master's degree in Electrical Engineering or Computer Science may be substituted for one year of general experience).

Electrical Engineer

A minimum of five years experience in DOD electrical/electronics system analysis, development, or evaluation.

A minimum of two years experience in diagnostics, prognostic, power distribution, or embedded computers is required.

A Bachelor's degree in Electrical Engineering or Computer Science from an accredited college or university is required. (A Master's degree in Electrical Engineering may be substituted for one year of general experience.)

Mechanical Engineer

A minimum of five years experience in development of mounting structures and electronics enclosures for computer automated systems.

A minimum of three years experience in computer aided design is required.

A Bachelor's degree in Mechanical Engineering from an accredited college or university is required. (A Master's degree in Mechanical Engineering may be substituted for one year of general experience.)

Administrative Assistant

A minimum of five years experience in providing administrative support to engineering organizations.

Junior Engineer

A Bachelor's Degree in Engineering, Science or Mathematics from an accredited college or university is required.

Technician

An Associate's degree or equivalent and three years of practical experience.

H.7 KEY PERSONNEL REQUIREMENTS

H.7.1 Certain skilled experienced professional and technical personnel are essential for successful contractor accomplishment of the work to be performed under this contract. These are defined as "Key Personnel" (See H.6). The contractor agrees that such personnel shall not be removed from the contract work or replaced without compliance with the following:

H.7.1.1 If one or more key personnel who are actively performing work on the contract become, or are expected to become, unavailable for work under this contract for a continuous period exceeding 30 work days, the contractor shall immediately notify the Contracting Officer and shall promptly replace such personnel with another individual of substantially equal ability and qualifications.

H.7.1.2 All notifications of personnel changes must be in writing with a complete resume of the proposed substitute.

H.8 GOVERNMENT COMMENTS

Resolution of all Government comments relative to interim or draft reports shall be included in all final reports.

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H.9 TECHNICAL AND COST STATUS REVIEWS

Formal technical and cost status reviews shall be held as needed to inform the Government (COTR and staff) of the technical details, current problems, schedule status and cost status of each current work directive. The contractor shall also present the overall cost status of the contract at these reviews. The Government reserves the right to call these technical and cost status reviews as needed to discuss specific cost or technical issues. Not more than two (2) such reviews per year are anticipated. Reviews may be held at the contractor's facility or at TACOM as deemed necessary by the COTR.

H.10 POST AWARD ORIENTATION

A post award orientation meeting will be held at TACOM within 10 days after award of contract. Details shall be determined by the COTR at the time of award. The contractor will be notified of the date and duration of the meeting and the number of individuals to attend immediately after award. This provision in no way shall constitute grounds for excusable delay by the contractor in performance under any provision of the contract.

H.11 CERTIFICATION OF PRIOR EFFORT

For efforts established by work directive, the contractor shall certify that he has knowledge of the subject matter and that he can perform the requirements of the work directive. The certification shall be executed and received by the Contracting Officer no later than three (3) working days after receipt of the executed work directive.

H.12 DATA AVAILABILITY

The contractor shall be responsible for obtaining Department of Defense Standards and Specifications, Federal Specifications, Military Standards, MS sheets, and other data require for performance of the specific Work Directives under this contract.

H.13 SUBCONTRACTING PLAN

The Subcontracting Plan for Small and Small Disadvantaged Business Concerns, dated 17 Apr 00, submitted in response to DAAE07-00-R-L007 is hereby incorporated by reference.

H.14 GOVERNMENT FURNISHED PROPERTY

A List of Government Furnished Property applicable to this contract is set forth in Attachment 002. The property was previously accountable to Contract DAAE07-95-C-X088.

*** END OF NARRATIVE H 001 ***